

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK  
NEW YORK DIVISION

Swamiji Sri Selvam Siddhar  
Plaintiff

VS

16CV1984

VIOLET RAJKUMAR  
CHABLALL RAJKUMAR  
KAVITA JACOBSON  
PETER S SMITH  
MANOJ KUMAR BEHERA  
ERIC JACOBSON  
&  
JOHN DOE 1-10

Case No. \_\_\_\_\_

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Complaint of Swamiji Sri Selvam Siddhar  
For Declaratory & Injunctive relief  
And for Compensatory & Punitive Damages  
With Demand For Jury trial

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1. COMES NOW, Swamiji Sri Selvam Siddhar(herein after 'Swamiji'), Plaintiff, a/k/a Annamalai Annamalai, Dr. Commander Selvam to file this complaint for declaratory, injunctive relief and for compensatory & Punitive Damages, with his request for a Jury Trial.
2. District courts have original Jurisdiction over matters in which there is a complete diversity of citizenship among the parties and the amount in controversy exceeds \$75,000.00 (28 U.S.C. § 1332). Further, the Federal Courts have the power to hear cases based upon a question of State Law when the Parties have different citizenship.
3. In this action, the Swamiji is a citizen of the State of Texas. The defendants VIOLET RAJKUMAR, CHABLALL RAJKUMAR, KAVITA JACOBSON, PETER S SMITH, MANOJ KUMAR BEHERA AND ERIC JACOBSON, are all the citizens of the State of New York. The JOHN DOE defendants are not the citizens of the State of Texas. Presently, Swamiji is in the investigation of the

JOHN DOE 1-10 Defendants addresses, and Swamiji will amend the complaint, pursuant to Fed.R.Civ.P.15, as soon as he is able to acquire the proper addresses.

THE PARTIES

4. In this action, the Plaintiff Swamiji is a Hindu High Priest, a GURU, Siddhar and a mentor for over three million of his followers. Swamiji is the "only" Atharva Vedic Swamiji in the entire North America. Atharva Veda is a hindu religious science, which exclusively deals with settling the problems in all walks of the life of human mankind, which is believed to be over 7000 years old. Swamiji was approved by the US Government to work and live in the USA as a Hindu High Priest.

5. Swamiji has published over 6000 publications in English relating to Atharva vedic practices, in healing Body, mind, soul so far. He was also the "only" publisher of the "only" Hindu- Indian American spiritual magazine known as 'Karma'. Swamiji had over 17 million subscribers for his Karma magazine for its online editions.

6. Swamiji pledged a donation of \$51 Million for various charitable causes for the year 2014. He also stands as the first and the only Hindu Indian American donor, who has caused to donate over \$250 Million.

7. Swamiji is the only Hindu Indian American with the highest following from the Trinidadian American community in the United States. Swamiji who has caused to donate in millions, now even needs to file this complaint in forma pauperis. Of Course all the 'credits' goes to the defendants in this action, who are an 'association in fact' who have conducted the affairs of a dangerous RICO enterprise to injure

Swamiji's businesses and properties. Swamiji was injured to an irreparable harm because of the various intentional Torts committed by the defendants, who are all one way are related and conspired together to intentionally defraud Swamiji and when Swamiji, stood against their fraud, he was completely harmed, injured by the illegal acts of the defendants.

THE DEFENDANTS

8. All the defendants in fact, every one have sought for the specialized spiritual services from Swamiji. All the initial contact to seek Swamiji's services were initiated at the first place by all the defendants. In this action, except the defendant PETER S. SMITH, every other named defendants are of the same family members.

9. The defendant VIOLET RAJKUMAR is of an Indian decent, who she born for an Indian parents who have immigrated from India to the country of Trinidad. The defendant CHABLALL RAJKUMAR is a Trinidadian American, and his forefathers were from the country of India, who have migrated to the country of Trinidad. Both the defendants are of Hindu faith. The process of summon & Complaint may be served on them at 111-53, 113th street, Ozone park, NY-11420.

10. The defendant KAVITA JACOBSON a/k/a Sivani a/k/a Shevani is the daughter of the Defendants VIOLET RAJKUMAR & CHABLALL RAJKUMAR. She is the Master brain behind several criminal and tort acts intentionally committed against the Swamiji. The process of Summon and Complaint for her may be served at 111-53, 113th Street, Ozone park, NY-11420.

The Defendant ERIC JACOBSON is the husband of the defendant KAVITA JACOBSON, who is the husband of KAVITA JACOBSON. He is convicted on a drug charges after he took a plea for those charges and in Prison now.

11. The defendant MANOJ KUMAR BEHERA, under belief and information is the brother of KAVITA JACOBSON and a strawman for all the dealings of the 'drug money' and investments of the money came from the sale of the illicit drugs. He may be served with the process of summon & complaint at his residence address, which is, 505 Green Hollow Dr, Iselin, NJ-08830-2926.

12. The Defendant PETER S SMITH born as an American and he introduced himself as a 'new age community' and follows Hindu faith and one of the disgraceful follower of Swamiji. He may be served with the process of summon & complaint at 54 Main street. P.O. Box-669, North Port, Long Island, NY-11768. His contact Phone number is 631-897-9374 & 631-418-7937.

13. The JOHN DOE 1-10 defendants addresses are not known, although Swamiji has their names. None of the JOHN DOE defendants are the citizens of the State of Texas. Swamiji will provide the addresses of the JOHN DOE in a timely fashion to this court, for the proper adjudication of this action.

14. The egregious and through the conscious shocking criminal & unlawful acts, and through the defendants efforts to deliberately fabricate and prosecute objectively with unreasonable, false, corrupt and through the so called Bank Fraud claims against Swamiji, they literally collapsed and destroyed entire spiritual business, and profession of Swamiji. All these defendants in this action are the members of a RICO Enterprise and also they have 'aided and abetted' the RICO enterprise to achieve the Enterprise's goal, by every one conspiring to maliciously injure Swamiji's propertise and businesses.

THE STRUCTURE OF THE COMPLAINT

15. This court must liberally construe the factual allegations in this complaint. Because, Pro se Pleadings "(h)owever inartfully pleaded must be held to less stringent standards from formal pleadings drafted by lawyers" (Erickson V Pardus 551 U.S. 89, 94, 127 S.Ct. 2197, 167 L.Ed 2d 1081 (2007)). "In addition the court should apply the applicable law, irrespective of whether a Pro se, litigant has mentioned it by name. (Higgins V Beyer, 293 F.3d 244, 247-48 (3d Cir. 1999)).

16. This complaint was drafted by plaintiff Swamiji, and his first language is not English and is not good in typing, English Grammar, formatting the sentence in English language very well. When Swamiji published thousands of spiritual and health related articles, he had the help of several main stream folks to edit and send to printing. Swamiji very humbly beg for the court's mercy to forgive his poor English knowledge and give his apology for any inconvenience it cause the court.

17. This complaint filed by the plaintiff is motivated by good faith. Swamiji has drafted this complaint with extreme caution, even with very limited, almost minisuckle access to his legal works and etc., The many set of facts illustrated in this complaint will be more than enough for the defendants to understand, what are the claims of the Swamiji against the all the defendants. Swamiji has set forth sufficient information to outline the elements of his claim to permit inference to be drawn that, the elements, exhibits and the listed facts are more than enough to state a claim that is plausible on its face.

18. In this complaint, the court will notice that, Swamiji has very well stated the factual allegations more than sufficient to raise a right to relief above the speculative level. He set forth the grounds for his entitlement to relief beyond labels and conclusions with even several undisputable and direct evidences.

SHORT BACKGROUND ABOUT THE GRAND CONSPIRACY  
MANAGED UNTIL THIS MINUTE BY A RICO ENTERPRISE  
WHO EMPLOYED THE DISGRACEFUL FORMER FOLLOWERS  
WHO ARE THE DEFENDANTS IN THIS ACTION AND ABOUT  
THE IRREPARABLE HARM CAUSED TO THE PLAINTIFF

19. Swamiji is a Religious leader in the Hindu community with over 3 million followers. Swamiji being the 'only' Atharva Vedic High Priest and the basic principles of the Atharva Vedic science is do not give up your right principles' and be an upright man at any given circumstances. Swamiji was adopted by his "Guru"/spiritual masters at the age of his 5 years old in India. Swamiji was well trained in Atharva Vedic Business practice at the age of his 5 years onwards and also Swamiji went to school and finished his Masters in accounting with a gold medal and the #1 student of the University and the 'Pro chancellor' of the University, personally awarded gold medal to Swamiji in his schooling to appreciate him and gave an award as "Diamond student of the century".

20. Swamiji became the "first" Youngest Area Commander in the Indian Police Department in the year 1993 and was managing over 4680 police force members in that time period, along with he was continuing his religious practices as well. Since Swamiji was and is the only ATHARVA Vedic Swamiji in the United States, brought millions of followers to him. Of course, in the public life, that too being in the religious field, always some one hates for some reason. Every one of the defendant



in this action approached for Swamiji to come out of their serious life problems. Latter with their buyer's remorse, fraud mentality, all conspired together and with the help and aiding and abetting each other, and conducted the work of a dangerous RICO ENTERPRISE, which is a woman who does not care about any law of the country and nature. She is "always above the Law". Her name is JACQUELINE H REYNOLDS, an IRS agent who has misappropriated over \$700 Million worth of Trade secrets of Swamiji and under belief and information, she has cashed it also. She used and employed these defendants, to achieve the corrupt goals of the RICO ENTERPRISE, which now caused 28 years imprisonment to Swamiji, in which he was convicted for a so called bank fraud of \$10,600.00 plus (Ten Thousand Hundred). With all the theft, misappropriation, theaterical events, she was able to achieve the goals of the RICO ENTERPRISE. "Which is at any cost and in any manner employ some corrupt and disgraceful followers, steal Trade Secrets of Swamiji and throw him in to prision with her so called criminal investigation by employing handful (nine) Indian American individuals as the "victims of Bank Fraud!

21. The court know very well that the 18 U.S.C 1344, was enacted by congress to protect the federally insured banks and not these kinds of so called victims of bank fraud, who are of course these walking evils, who have injured & damaged the businessés and properties of Swamiji to an irreparable level now. The forthcoming paragraphs will show more facts to this court.

THE PERTINENT PART AFFECTING THIS CASE WITH  
RELATES TO THE HINDU RELIGIOUS SCIENCE KNOWN AS  
"ATHARVA VEDA"

22. For this court and for an effective and proper litigation of this complaint, some understanding of Hindu Religion's 'fourth' spiritual

science is so vittal. The Hindu religion's faith is controlled by four branches of VEDAS/religious sciences(fourt sects). They are known as RIG VEDA, YAZUR VEDA, SAMA VEDA, and ATHARVA VEDA. All the veda"s were written by the Lord(God) SHIVA, who also goes by the name as Annamalai, of course that is another name of the Plaintiff in this action.

23. Presently and always Swamiji is the 'only' Athrav Vedic Swamiji in the United States. To substantiate it, Swamiji attached herewith a simple 'Google search' from worldwide web search has brought out the plain-tiff as the "ONLY ATHARVA VEDIC SWAMIJI IN USA"(Exhibit-A).

24. For the court to know very clearly that, in the Hindu Religion, a particular prayer (pooja) or Homom(rituals) never been free at all. On the other hand the particular follower should pay for the serrvices. It was also mandated in the Hindu Religion a Hindu faith follower should not expect 'a free' specialized pooja/ homom for them, if it was/is exclusively performed for them. Further, at any cost and in any manner, once a committment given to a High priest or even a priest, the Hindu faith follower should honor that committment. Further for over 7000 years in the Hindu religion the contract for the poojas and rituals are/were a oral contract only. The fees paid to priest/High priest is called as "DAKSHINA". Out of all Hindu pooja/Rituals, "only" Atharva Vedic Rituals/Poojas are very expensive and its practiced by very hand ful number of individuals in India, and of course, the Plaintiff is the Master and authority for Atharva Veda in the United States for over 3 decades so far. Exhibit-B is the copies of the "price list" of somei USA TEMPLES (They "DO NOT" conduct ATHARVA VEDIC POOJAS)

25. Another interesting 'fact' this court should aware that, the Swamiji and the follower relationship is very Holy and unique, and so special. It was mandated in the Hindu faith for over 3/4 billion Hindus as that, how to respect a Swamiji in their life and what is the 'rank'



a Hindu Swamiji gets in the Hindu Society. It was divided as MATHA (Mother), PITHA(Father), GURU(Swamiji)and THEIVAM(The Holy Gods).So it is very clear that, Swamiji comes at the 3rd rank in the Hindu faith followers life and even'before' the Holy Gods to respect.

26. In this instance, this court should understand that, these defendants are 'extreme shame' to the Hindu religion itself.The following sets of fact will reveal more than labels and conclusions that, the defendants are the ones who are responsible for various injuries caused to swamiji and to his businesses,trade and profession.

FIRST CAUSE OF ACTION  
BREACH OF ORAL CONTRACT

27. Plaintiff Swamiji reincorporates and realleges all the foregoing allegations as if fully alleged herein.

SET OF FACTS PERTAINING TO DEFENDANTS

(1) KAVITA JACOBSON (2) VIOLET RAJKUMAR (3) CHABLALL RAJKUMAR  
(4) MANOJ KUMAR BEHERA (5) ERIC JACOBSON

28. The defendants KAVITA JACOBSON(Herein after 'KAVITA"),is the daughter of CHABLALL RAJKUMAR(Herein after "RAJ") and VIOLET RAJ-KUMAR(Herein after '"VIOLET").The defendant MANOJ KUMAR BEHERA(Herein after "MANOJ"), under belief and information is the brother of KAVITA. The defendant ERIC JACOBSON(Herein after "ERIC")is the son-in-law of Raj & VIOlet and the husband of KAVITA.

29. On or about December, 5, 2012,Swamiji received a call from a female from New York and she introduced herself as the long time follower of Swamiji and "RAJ" was a long time reader of Swamiji's magazine Karma.That was nothing but the defendant VIOLET.

She wanted Swamiji's help for to prepare the Athrarva Vedic Astrological help from Swamiji, and Swamiji quoted \$1000.00 for the services. VIOLET disconnected the phone call by advising Swamiji, that she will check with her daughter (KAVITA) and contact Swamiji back. The transcript of that call is attached herewith as Exhibit-1.

30. On or about 12/06/2012, VIOLET again called Swamiji, and this time, KAVITA was conferenced by VIOLET. Swamiji and VIOLET & KAVITA were contracted to a price of \$1001.00 to prepare Atharva Vedic Astrological chart [Contract # 1]. After the agreement mutually assented, the business of the Temple named "Durga mandir" properly charged the credit card of KAVITA, which was an AMEX card and the card which was ending in xxxxx62006. (Exhibit-2) (For the first Oral contract)

31. As contracted Swamiji prepared two Atharva vedic Astrological charts and emailed and also sent the same by USPS mail to KAVITA's home address in New York. On or about 12/07/2012, Swamiji consulted KAVITA, and the co-defendant VIOLET was the one who conferenced KAVITA to Swamiji for consultation. The reason as explained by KAVITA, for seeking Swamiji's service was concerning KAVITA'S Husband "ERIC" who was charged with the drug related felony crimes, and KAVITA & VIOLET needed Swamiji's unmatched Atharva Vedic ritual services for ERIC to get lower sentencing if he ends up taking "plea" with the prosecutors, who was facing 30 years in prison in that time.

32. Swamiji advised KAVITA to conduct 11 sessions of Atharva Vedic Rituals, and Swamiji's business can handle it. KAVITA & VIOLET with Swamiji entered the '2nd oral contract' as follows:

Swamiji will perform through his associate priests 11 Atharva Vedic Rituals. The price contracted was 1501.00 per session. All the parties to the contract agreed to it and Swamiji started the Rituals on 12/08/2012.

KAVITA authorized Swamiji to use the same AMEX credit card on his file to charge for the Rituals as agreed. Swamiji has also received the pictures of KAVITA, ERIC and their two daughters for the Rituals. (Exhibit-3&4).

33. Swamiji also caused to send over 1000 pictures of the continuing rituals to an email given by KAVITA, which was "chablall@yahoo.com, apart from several pictures sent by USPS priority mails and first class mails to KAVITA'S home address which was '#3, OAK LEAF CT, HUNTINGTON,NY-11743. Few copies of emails attached as Exhibit-5.

34. KAVITA and VIOLET called Swamiji very frequently and got the updates of the progress of the ongoing rituals in that time. The installment payments of \$1501.00 did not go through the AMEX card, after couple of charges, and KAVITA falsely stated in that time that, AMEX has some problems with the charge and she has explained the AMEX, that, those installments are in fact authorized by KAVITA.

35. Swamiji being an innocent Hindu high priest, kept continuing the rituals. On or about 1/02/13, VIOLET called Swamiji and she was asking anything Swamij can spiritually do stop the drug and drinks abuse of her husband who is the co-defendant RAJ. Swamiji advised VIOLET, that he needs to prepare the Atharva Vedic astrological charts for VIOLET and RAJ, then only Swamij can advise anything and he further told VIOLET that Swamiji cannot talk like a 'funny psychic' and anything he say, it should be based on the Vedic principles backed up by the Planets and stars. Swamiji, VIOLET & RAJ entered a oral contract and agreed to the following terms. [3 rd Oral Contract]

Swamiji will charge \$1001.00 for the Athrva vedic Astrological services for VIOLET & RAJ. (2). Swamiji will charge \$1501.00 per rituals and VIOLET and RAJ needed 11 of those sessions. VIOLET and SWAMIJI agreed to these terms, and VIOLET advised that, the credit card on file (AMEX CARD) is good, so that Swamiji can

use the same card for the 11 sessions of \$1501.00 each to the total charge of \$16500.00, apart from what was already agreed for the 2nd contract.

36. on or about 01/03/2013, swamiji started the Rituals for VIOLET & RAJ in his temple, and instructed his accountant to use the same AMEX card to charge for the Rituals of VIOLET & RAJ. When the Rituals were going on 'separtely' for ERIC & KAVITA and VIOLET & RAJ, the defendant RAJ called Swamiji in a conference call with KAVITA and RAJ. He stated to Swamiji that, he was a long time follower of Swamiji, and he was so impressed by Swamiji's atharva Vedic speciality and he wanted to introduce several of his relatives and various Trinidadian folks to Swamiji, to seek Swamiji's services. Further, he invited Swamiji to come to his home in ozaone park and to bless his home and also to bless KAVITA'S home too.

37. Swamiji informed RAJ that, he can make a trip to New york, may be after the 2nd week of January, 2013. On or about 01/11/2013, VIOLET called Swamiji, and informed that, she is in so much problems, because, the ex boy friend of KAVITA was giving lot of problems and KAVITA was so much in depression and she has committed suicide attempt in her home the previous day night. Swamiji advised VIOLET, that he will try to accomadate the requset of Swamiji's personal visit to their homes, however inviting a Swamiji to some one's home has got lot of Vedic(spiritual) conditions and it will cost more expenses to her and KAVITA.

38. After that call, within few minutes, KAVITA called Swamiji, and Started crying over the phone and told Swamiji, that if Swamiji was not agreeing to come to New York to do something to get some peace for her, she needs to get suicide. Swamiji in that call advised KAVITA that he will check with his priests, and call KAVITA back.

39. On or about 01/12/213, Swamiji called KAVITA and brought VIOLET also on the conference call and advised that, he will fly to their homes to bless and will do any other help to them, when Swamiji comes to New York. In that call Swamiji and KAVITA & VIOLET made agreement to the following "TERMS", Without leaving any terms open. [4th Oral Contract]

- (a). Swamiji will come to New York with 3 of his priests on 01/13/2013, and will stay until 1/16/2013 for KAVITA & VIOLET.
- (b). Swamiji will stay in New York for 4 exclusive days for the fullest disposal of KAVITA and VIOLET.
- (c). Swamiji will meet with ERIC, the co-defendant in the jail and he will pray for ERIC in the Jail for ERIC personally.
- (d). Swamiji will conduct rituals in the homes of KAVITA and VIOLET on all the 4 days with his priests.
- (e). Swamiji will bring 3 'initiated & blessed' green quartz idols for the worship of KAVITA'S home.
- (f). Swamiji will also bring a special ancient palm Script bundles called as "NADI" (Ancient Holy palm Script bundles consisting of "HOLY" "MANTRAS" (Hindu ancient atharva Vedic Chantings and verses with Yantras (holy Diagrams)) The name of the NADI was "THALA BANDHANA VIMOSANA NADI". The 'NADI' had 11 bundles with 100 ancient palm scripts in each bundle to the total of 1100 palm scripts of approx. over 1200 years old. KAVITA can pray the same for 48 days and bring it back to Swamiji's Temple in Baytown, Texas & to be return personally to Swamiji only.

The payments, Fees (Dakshina) and compensation to be paid by KAVITA and VIOLET

The following are the payments, fees also known as "dakshina" and reimbursements to Swamiji, his temple, and priests were mutually agreed by and with Swamiji-KAVITA-VIOLET.

- (g). KAVITA-VIOLET will pay a lumpsum amount of \$3000.00 for the travel expenses.
- (h). Fees to Mandir/temple (SHIVA VISHNU TEMPLE) will be \$6500.00.
- (i). The price for the three idols will be \$28331.00.
- (j). Swamiji's Dakshina/fees will be \$6000.00
- (k). For the Pundits/dakshina will be \$1503.00
- (l). Donation to Ashok Spiritual Healing Center will be \$15000.00.
- (m). \$250,000.00 for the Indian monastery of Swamiji for its expansion work.
- (n). 108 Gold coins for the Lord Shiva in the "DURGA MANDIR" in Baytown, Texas, and each coin weighing 30 grams of 24 ct gold. (for the court to know that, the Lord Shiva is one of the major God in the Hindu Religion. This particular God get worshipped by 'showering' with 108 Gold coins on special occasion days and especially the days known as 'MAHA SIVRATRI', and its a 7000 years Atharva Vedic

practice that, a Hindu faith follower gives 108 gold coins to the temple's high priest, and the high priest owns it for his temple and the 'showering' for the God Shiva will be performed on the particular followers family with special prayers for generations. These kinds of acts in the Hindu religion known as "DHAAN", that means donating a valuable item to the High priest and or the temple.

As per the agreement Swamiji went to KAVITA & VIOLET'S home and conducted all the rituals and completed very successfully.

On or about 01/14/2013, Swamiji, with his 2 priests, VIOLET and with KAVITA travelled to a near by jail, where ERIC was housed. Swamiji and KAVITA only were allowed to meet with ERIC. Other individuals, stayed inside KAVITA'S mini van.

40. Swamiji met with ERIC in the presence of KAVITA and ERIC started talking about all his problems and started crying several times and he wanted Swamiji's Rituals help to get the lowest prision time. Swamiji advised ERIC that, Swamiji has brought a powerful NADI which worshipped by countless numbers of the Swamiji's followers, and prior to that for over 1000 years it was worshipped by individuals who were the followers of Swamiji's master(GURU).

41. ERIC stated that Swamiji was his 'living God' and his attorneys did not do a good job, although he has spent over a million dolor for his attorneys and they were even unable to get relaesed his mill-ions of dollors cash seized and were in his various accounts. Swamiji assured ERIC that, the prayer and rituals and the power of the NADI will for sure with the God's blessings release his funds through a court order. In That converstaion, ERIC promised and made Swamiji to believe that, ERIC has millions of dollors in cash and lot of money is in the custody of the co-defendant "MANOJ".

42. ERIC wanted Swamiji to do some more specail rituals, so that his



locked up cash by the court will get relased. Swamiji told ERIC that, he can do a "SANDI YAGNA", which is not an usual one ,since it costs lot of expenses and it needs 108 priests.Once it performed, there is no way ERIC will get imprisoned for 30 years in prision. ERIC replied to swamiji as "SWAMI I DO NOT CARE ABOUT MONEY,I WILL GIVE YOU WHATEVER MONEY YOU WANT.....I HAVE IN MILLIONS".

Swamiji has very clearly informed that 'SANDI YAGNA' is so expensive and if Swamiji agreed to perform the "SANDI YAGNA" with the help of his chief priest in India, then it will at least cost \$1.5 million since it involves 108 priests and the Rituals needs to go for 11 continuous days and every day 1008 individuals ,three times a day needs to get fed, which is called as "ANNA DHAN(For the court to understand that, its a custom in the Hindu religion ,that through a temple or through a High priset, the particular follower donate and feed fresh food for certain number of individuals and for certain number of days, to get the blessings and the petition to the particular God get honored and granted)

43. Swamiji and ERIC contracted for and agreed that, swamiji will order his Indian High priest to start the MAHA SANDI YAGNA for ERIC on 01/18/2013 and will be finished on 01/29/2013 for a contract price of \$1.5 Million.. Swamiji asked ERIC, how and in what mode the payment will be made?. KAVITA came in the middle of the conversation and guranteed that, it was her responsibilty that Swamiji will get paid for \$1.5 million and that money was a 'peanut' for her. Swamiji trusted KAVITA and ERIC that time. KAVITA an ERIC promised and made Swamiji to believe and made a oral agreement that, Swamiji will get paid with \$1.5 Million as agreed on or before 2/14/2013, and the payment will be sent to swamiji's bank account , and either by wire

or by a cashier's check. Swamiji - ERIC - KAVITA mutually assented to the terms of the oral contract and all agreed to the contract without leaving any terms open. [5th Oral Contract]

44. At the end of the meeting ERIC was so happy and with lot of 'tears in his eyes' prayed to Swamiji to complete the contracted MAHA SANDI YAGNA, so that he can get at least and below 10 years imprisonment and not end up in or die in prison, since he is already close to fifties.

45. Swamiji & KAVITA left the jail after that meeting and on the way picked up "Thai food" from a Thai restaurant. On or about 01/15/2013, Swamiji met with RAJ personally. He was so excited to have Swamiji in his daughter's home. Then Swamiji left for RAJ's home to conduct prayers.

46. Swamiji and his priests all went with KAVITA, RAJ, and VIOLET to RAJ VIOLET'S home in ozone park and Swamiji and his conducted all the Athrva Vedic Rituals successfully. RAJ requested Swamiji to give some NADI also for his home to worship for few weeks, so that he can also get God's blessings. Swamiji had a NADI by the name "JYOTISA NADI", which was of over 1200 years old. Swamiji gave that NADI personally to RAJ. Swamiji advised RAJ to return the same with the other NADI which Swamiji, already handed over to KAVITA and advised RAJ also to accompany with KAVITA, when KAVITA, suppose to visit Swamiji personally after 48 days to return Swamiji's NADI.

47. On the same day, Swamiji and his priests were returned to KAVITA's home back to continue further rituals. On or about 01/15/2103, the co-defendant PETER S. SMITH, was invited by KAVITA to get Swamiji's personal blessings. PETER S. SMITH (Herein after 'SMITH') met with Swamiji and he introduced that he is a famous investigator and was

helping ERIC in his criminal case. He then requested whether Swamiji can cast his 'stars'. Swamiji advised "Smith" that he will charge \$1001.00 for the consultation. "Smith" and Swamiji agreed and contracted for the Atharva Vedic astrological Services for 'smith' at a price of \$1001.00. [6th Oral Contract]

48. "SMITH" gave his birth informations and Swamiji took sometime by separately using another living room of KAVITA and started preparing the Atharva Vedic astrological charts for "SMITH" and after some time Swamiji personally consulted 'Smith' and completed his services for 'Smith'. The co-defendant Smith was so happy, and he further requested Swamiji about, anything Swamiji can perform Special Rituals for 'SMITH' like the ones got performed for KAVITA and ERIC.

49. Swamiji advised 'SMITH' that, Swamiji can help 'SMITH' with a specialized Atharva Vedic Rituals known as "DHARITHRA NIVARNA MAHA YAGNA". The particular rituals got performed for the faithful followers in the Hindu religion's Atharva Veda when some one was undergoing familial stress. SMITH and Swamiji agreed mutually and consented to the following terms of the oral contract without leaving any terms open for future.

(a). Swamiji will perform and complete the 'DHARITHIRA NIVARNA MAHA YAGNA' with his associate priests help and will be completed within 18 days. the same will get started from 01/16/2013 and will be completed on 2/3/2013.

(b) Swamiji will hand over a NADI known as DHANA VASYA NADI, which 'SMITH' can keep it in his 'home office' and pray with the following Mantra for 18 days, and later, he needs to return the property-NADI to Swamiji back through KAVITA, when she was suppose to meet with Swamiji, to Return the NADI hand delivered to KAVITA and RAJ. The following was the "HOLY MANTRA" gave to "SMITH" to chant every day for 108 times a day.

"Om Mahalakashmi Mahakali Mahagantya Saraswathi  
Bokavaibavha Sandathiri Baktha Anugrahaakarani"

(c). Swamiji handed over a mala"chain" made out of 'RUDRATCHA" beads of 108 pcs and all were locked up with pure 22 ct gold. The same also had the 'locket' of the Hindu God "MAHA LAKSHMI" made out of pure 22 ct gold with 'VVS quality' diamonds inlaid. There were totally 13.65 Cts diamonds were inlaid on the pendant. The pendant was made out a total 18 grams of 22 ct gold. The chain(mala) was personally placed on the neck of SMITH, by Swamiji.

(d) The following are the fees/ remuneration/compensation/price Dakshina mutually agreed and contracted by 'SMITH'.

1. 'SMITH' will give \$1001.00 for the completed Atharva vedic Astrological services in KAVITA's home.
2. Smith will pay \$50,001.00 for the DHARITHRA NIVARANA MAHA YAGNA to Swamiji on or before 02/14/2013.
3. "SMITH" will wire money for the sold 'MALA' to Smith, on or before 02/28/2013. The price agreed mutually was \$10,001.00 for the Rudratcha Mala and \$48750.00 for the Diamond pendant.
4. A contribution to the Swamiji's Indian Monestery, which was suppose to build a "AKASH SIVA TEMPLE" in Coimbatore, India to the tune of \$100,001.00. All the stated amounts in the 'item-(c)' are contracted as a package price.  
(Oral contract # 7)

50. Swamiji handed over to 'SMITH' after all the oral contract entered and Swamiji personally handed over the NADI, MALA, PENDANT to 'SMITH'.

'SMITH' gave \$10,000.00 by cash to Swamiji and were \$100.00 bills. He also fell on Swamiji's foot and took Swamiji's blessings in a Hindu custom way.

51. Swamiji and his priests, after finishing the promised pooja, rituals for KAVITA-RAJ-VIOLET, came back to the Temple in Texas. Before Swamiji leave for Texas, KAVITA gave the following amounts by several cashier's checks and bank checks (Exhibit-6, has five pages).

- |  |         |
|--|---------|
| (1). Check no.916 drawn on Bank of America and the account was on the name of the co-defendant MANOJ. (Written to SHIVA VISHNU)  | 5001.00 |
| (2). Check no.917 drawn on Bank of America and the account was on the name of the Co-Defendant MANOJ (With a MEMO" as PUNDIT DAKSHINA) The Check was written to "Ashok Spiritual Healing Center inc., a Texas religious corporation entity and founded by Swamiji. | 1503.00 |
| (3) Check no.918 Drawn on bank of America and the account was on the name of MANOJ The Check was issued to SHIVA VISHNU TEMPLE   | 1500.00 |

(3). Casheirs Checks Drawn on Capital one bank  
and the checks issued to the name of  
ASHOK SPIRITUAL HEALING CENTER \$

Check # 7001617201.....	10,000.00
Check # 7001617202.....	4,331.00
Check # 7001617203.....	9,000.00

(4). Cashiers Check Drawn on Capital one bank  
and the check was issued to the name of  
Swamiji Sri Selvam Siddhar  
Check # 70016172000..... 6,000.00

(5). Check drawn on Capital one Bank and the  
account was on the names of CHABLALL  
RAJKUMAR & KAVITA JACOBSON

Check # 112.....	7,500.00
Check # 113.....	7,500.00

The checks were issued to Ashok  
spiritual Healing Center.

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The total amount received from KAVITA &  
VIOLET-RAJ for the oral Contracts 52,335.00  
Nos.4 & 5: as of 01/16/2013

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51. For the records to state very clearly the facts, Swamiji and any  
of his temple organizations, never ever received a penny, after the  
receipt of the above stated amounts in the point#51 for 'contract 4&5' .  
Swamiji was well treated and well respected by KAVITA's family and  
absolutely there was no issues of any sort, before Swamiji, leave  
from new york.

52. As soon as Swamiji came back to the Temple in Texas, he and his  
asociate priests performed fully and completed all the Atharva vedic  
rituals as agreed and contracted. Swamiji as usual atteneded the  
phone calls of KAVITA-RAJ-VIOLET, and also attended several phone calls  
of ERIC from the Jail through three way calls, and in every call KAVITA  
was the one who has conferenced ERIC. ERIC and KAVITA were happy,since  
as soon as the powerful rituals performed for four days in KAVITA and  
RAJ-VIOLET'S homes,the court in the ERICK's case ordered the government  
to relase large amount of cash.Both KAVITA and ERIC thanked Swamiji,and  
ERIC stated as "YOU SWAMI IS A MIRACLE STAR IN MY LIFE" and KAVITA was

also so much happy and in those calls Swamiji updated the progress of various rituals which were going on in India and in Texas, United states. Swamiji has attached herewith as Exhibit- 7, some of the transcripts of some phone calls to this complaint.

53. On or about Januray 22, 2013, shockingly Swamiji has received a large package from AMERICAN EXPRESS MERCHANT SERVICES, that they have received a complaint from a card holder by the name KAVITA JACOBSON as such, Swamiji's temple organization, DURGA MANDIR has charged the credit card of KAVITA JACOBSON fraudlently and the card holder KAVITA JACOBSON has complaint to the AMEX that none of the charges on the AMEX card were authorized. American Expres(AMEX) has debited the business of Durga mandir, by taking back all money. That means every penny paid as authorized for the Contract Numbers 1-3 were disputed as fraud and Swamiji has lost all the money in that time period.

54. Swamiji's intuition cautioned that, he was taken for a 'big free ride' and got defrauded by the so called faithful follwers KAVITA-RAJ-VIOLET and PETER collectively. However Swamiji without showing any of his pain and stress, he immediately contcated the AMEX merchant service. Swamiji informed the AMEX that, the AMEX made a mistake in this place, since, there was no way the card holder KAVITA can dispute the charges, because Swamiji was even in fact, presented himself in KAVITA'S home, just a week back lively and personally. The AMEX merchant Service representative placed Swamiji on hold and contacted KAVITA on the other line. After few minutes of hold on the phone, the AMEX representative came back on the phone line of Swamiji, and informed that she just spoke to KAVITA the card holder, and KAVITA has told the AMEX representative that, all the charges are fraud and she dose not conduct any business with Swamiji or his business DURGA MANDIR.



55. Swamiji then contcated KAVITA, and that call was audio recorded. The copy of the transcript is attached as Exhibit-8 KAVITA was so evasive and tried to cover up her fraudlent acts in that call, however she falsely stated she was outside in the car etc., and Swamiji hang up the phone finally without any fruitful or direct answer about what exactly happened.

56. On or about January, 23, 2013, KAVITA assured that she would mail a check for the amounts taken out from Swamiji's business account by AMEX and advised Swamiji to send an accounting statement about what was charged so far on KAVITA's credit card for the 'oral contracts". swamiji has caused to send an Email to KAVITA to the e-mail through his priest "Pundit Krishna" to the email address "Chablall@yahoo.com" Exhibit-8 A

57. Further Swamiji has also sent several Text messages at the same time by using a cell phone number 678-234-6885, which was one of the cell phone numbers used for the business. (Exhibit-9). In couple of Text messages between Swamiji and KAVITA were communicated as follows.

Note: The Text Messages exchanged between phone Numbers 678-234-6885(belongs to Swamiji's business) and 718-308-6190, the phone number given to Swamiji as KAVITA JACOBSON'S CELL PHONE NUMBER.

KAVITA: HI SWAMIJI WHEN WAS THE LAST CHARGE MADE?

Swamiji: AS OF 1-12-13, THE CARD WAS 3001 to much

KAVITA : THE TOTAL FOR THE PUJAS SHOULD BE \$16,511.00 plus the \$1001 FOR THE READINGS. WE PAID PAID \$4003 and 13,5001 is the balance

Swamiji: ALSO PLEASE MAKE SURE THAT TO HELP YOUR HUSBAND TO COME OUT OF JAIL WE SHOULD NOT LOOSE OUR TEMPLE GOOD NAME AND RESPECT WITH AMEX

KAVITA: OF COURSE, NO SWAMIJI. MY DAD AND I JUST GOT OFF THE PHONE WITH AMERICAN EXPRESS. EVERYTHING HAS BEEN TAKEN CARE OF. ALL CHARGES WILL BE PAID.

57. KAVITA and RAJ VIOLET through their premeditated scheme finally end up defrauding Swamiji, and whatever KAVITA told over the

phone and by Text messages were completely false. The fraud collectively committed by KAVITA, RAJ and VIOLET, here was, they made innocent Swamiji to believe them, and 'after' received the services and other millions of dollars worth of properties of Swamiji, through a well planned scheme the defendants KAVITA, RAJ, and VIOLTED have jointly defrauded and injured Swamiji.

58. In the mean time Swamiji called several times and left messages for the co-defendant SMITH. After so many calls, SMITH returned Swamiji's call and informed that, he was just an investigator for ERIC and KAVITA, and he has nothing to do anything with their fraud committed against Swamiji. Further he again reassured Swamiji that, he will settle his oral contract as promised and agreed and advised Swamiji to go ahead and complete all the rituals as mutually agreed.

59. Swamiji went ahead and completed all his services as contracted for KAVITA, ERIC, VIOLET, RAJ and SMITH. For the court to know that, it is an obligation of an ATHARVA VEDIC HIGH PRIEST like Swamiji, once they agreed to perform a ritual for some of their followers, it is mandated in the religious science of the Hinduism that, Swamiji should complete it fully.

60. In this instance there was an offer submitted by Swamiji to the respective defendants clearly. The same was accepted by the concerned defendants. There was consideration negotiated, bargained and mutually accepted between the Plaintiff and the defendants KAVITA, ERIC, RAJ, SMITH and VIOLET.

61. There were enforceable oral contracts (Seven oral contracts) which existed. To summarize the same, Swamiji is giving the 'net amount' for each contract, the amounts and what was the balance to be settled as follows.

PENDING AMOUNT TO BE SETTLED TO  
PLAINTIFF SWAMIJI SRI SELVAM SIDDHAR  
BY THE DEFENDANTS AS PER THE  
ORAL CONTRACTS NUMBERS  
ONE THROUGH SEVEN ( 1-7 )

KAVITA JACOBSON	ERIC JACOBSON	VIOLET RAJKUMAR	RAJKUMAR CHABLALL	PETER S. SMITH
CONTRACT#1 \$1001.00	CONTRACT#5 \$1,500,000.00		CONTRACT#3 \$16500.00	
CONTRACT#2 \$16,511.00		CONTRACT#2 \$16,511.00		
CONTRACT#4 \$274,874.00		CONTRACT#3 \$16,500.00		
CONTRACT#5 \$1,500,000.00		CONTRACT#4 \$274,874.00		
CONTRACT#6 \$1001.00				CONTRACT#6 \$1001.00
				CONTRACT#7 \$199,754.00

62. On or about 01/22/2013, the co-defendant "MANOJ" was conferenced in a phone call by KAVITA. MANOJ gave his apology for all the inconvenience caused by his sister KAVITA. Further he stated in that conversation as such "my sister should not have done these dirty acts... Swamiji .....I feel very bad about it...swamiji do not worry, its my responsibility to make sure that you will get paid"

63. Swamiji respectfully asked, whether, MANOJ will take care of the contract terms as agreed with KAVITA, VIOLET, ERIC and RAJ? Further, Swamiji enquired MANOJ, whether he knew about all the contract terms. Swamiji went ahead and volunteered with Co-defendant MANOJ about what has occurred so far. MANOJ repeatedly stated to Swamiji that, it was his responsibility to make sure the oral contracts 1-5, will be honored as agreed by the parties, or in any case of failure, he will pay Swamiji and honor the oral contracts 1-5, without any more issues. Swamiji as usual trusted and believed the Commitments of MANOJ.

64. In this instance all the defendants have intentionally breached their oral contracts entered and agreed with Swamiji. The Plaintiff and all the named defendants assented to the oral contract terms, which were certain and definite proposition, and left no terms open. The Plaintiff performed the oral contract terms of the contract by not performing the defendants part and rendered it a fraud by refusing to comply and if the court do not compel performance.

65. Due to the Breach of duty imposed by the oral contract, the plaintiff lost a total amount as per each oral contract 'pending and unsettled amounts' as specified in the page no.23 of this complaint. Especially for the co defendant MANOJ is responsible for the entire damages caused by his false promise and agreement, he made with Swamiji as such, he will

be responsible and compensate the contracted price as stated in the page no.23 and for the oral contracts 1-5. Due to the breach of duty imposed by the oral contract, the plaintiff was damaged in an amount to be proven at Trial, but exceeding, as stated in the page no.23 of this complaint. Some oral contracts were agreed between multiple defendants, as clearly noted in the page no.23, and those defendants are severally and collectively responsible for the damages caused by their 'joint breach of contract' and interest allowed by law.

SECOND CAUSE OF ACTION

COMMON LAW FRAUD

(Against all the defendants)

66. The plaintiff reincorporates and realleges all the foregoing allegations as if fully alleged herein.

67. As explained in the previous pages, the defendants 'casually' took a free ride that too 'repeatedly' by using the quality of a High priest, who always 'believes his followers' and could be easily influenced. All the defendants have made material misrepresentations of the past facts to the plaintiff. They knew very well about the falsity of their material misrepresentations to the plaintiff. The plaintiff as an 'innocent swamiji/High priest' relied on the material representations of the defendants. The plaintiff swamiji by believing the material misrepresentations of the defendants, he has conducted all the ordered and contracted poojas/rituals. Further by believing and trusting as a "typical Hindu High priest" who always believes his disciple and followers unconditionally. Now, the Plaintiff Swamiji was 'busted' by millions of dollars of losses to his business and to himself, because of the trust and beliefs which swamiji had on the defendants, without understanding their real evil motives on the day one to defraud and loot Swamiji's properties. Now, Swamiji was harmed and injured to an irreparable level.

68. All the defendants in this action, materially made false representations with an intent to defraud Swamiji. The plaintiff reasonably relied on the false representation, without knowing that the defendants maliciously made several false representations. The reliance of Swamiji caused extreme damages to him now.

69. The defendants acted on the basis of fraud and the Plaintiff suffered pecuniary loss because of outrageous acting of the defendants. The following are more specific set of facts even with 'direct evidence' to show the fraud intentionally committed against the plaintiff.

70. The following set of facts with Explosive evidences will be highly disturbing and every one of the defendants when they conspired together to defraud Swamiji and his businesses, intentionally aided and abetted each other for their 'common goal' to achieve the 'common fraud' against Swamiji successfully.

71. On or about 01/18/2013, Swamiji received a call from KAVITA. The call was audio recorded and the transcript of the main portion of the call is attached herewith as Exhibit-10. The copy of the call is already given to the US Attorney's office (on or about July 2014) and the defendant KAVITA is welcome to get the copies of all the audio calls.

In that call Swamiji particularly informed about the "hold" of \$7500.00 by the AMEX, and advised KAVITA to call AMEX to release that amount. The 'interesting fraud' here was, in fact KAVITA was the one who has caused that \$7500.00 to get on hold, with her malice intent, however, she with a fraud intent did not even inform the Swamiji about the back side dirty and fraudulent acts of KAVITA.

72. In the Exhibit no.10, Swamiji specifically told KAVITA that, "so far \$15,000.00 has been charged" and 'interestingly' KAVITA said "OK" to that and did not object any of the charges with Swamiji, however,



at the same time she was the one has disputed the charges as fraudulent concurrently with her born criminal intent.

73. In the due course, Swamiji got a conscious shocking document from the AMEX, which is attached as Exhibit-11. The document will itself speaks for itself and will show the intentional fraud committed by KAVITA. This document was signed by KAVITA and was mailed to AMEX and later to a RICO Enterprise in Atlanta by using the interstate wires and United States mails. In the letter, KAVITA has falsely stated about Swamiji as "

"SWAMIJI SIDDHAR IS A CRIMINAL IN THREE STATES, CALIFORNIA, GEORGIA operating out of two of his organizations (ASHOK SPIRITUAL HEALING CENTER) and (DURGA MANDIR) in Baytown Texas.

True Fact:

Swamiji never ever convicted in his life until August 2014, for a so called Bank fraud charges, which Swamiji allegedly committed against 9 so called victims which also includes this "truthful" KAVITA. So the statement on its face itself was fraudulent and was passed on to AMEX to injure Swamiji and his businesses.

"He was arrested and is currently being investigated by the Feds in TX, GA, and CA for falsely representing himself of a spiritual doctor preying on good hearted and trusting people.

True Fact:

Swamiji never ever claimed or advertised or made any statements in his life as he was a "SPIRITUAL DOCTOR". Swamiji does not even know what does it mean. This was another fraudulent statement made to a "FINANCIAL INSTITUTION" by intentionally concealing the material information and as a false pretense. The interesting fact was, KAVITA's husband and the codefendant ERIC JACOBSON, was in fact was a medical doctor who in fact preyed on thousands of innocent patients and caused them to be drug addicts, and sold millions of dollars of worth a drug in an illegal manner which was known as "OXYCODONE". Even several patients died because of the illegal drug usage as advised, interestingly by KAVITA's mother and the co-defendant VIOLET.

" WE URGE TO STOP THIS CRIMINAL AND THE ORGANIZATION BY RESOLVING THE ISSUE"

True fact:

It was another fraudulent statement made to AMEX with an intention of

deceiving Swamiji and his business and to avoid to pay what was contract-ed with Swamiji.

Exhibit-12 is an E-mail sent by Swamiji to KAVITA. This was sent on or about June, 11, 2013. The exhibit will speak for itself.

The next Exhibit-13, will be more conscious shocking about how KAVITA was intentionally making and giving false pretenses to a financial institution to deceive the AMEX and by the way to injure Swamiji also. In that letter, several false informations were made in a fraudulent manner with malice intent.

1. "WE highly recommend american expres to not do business with durga mandir"
2. The advertised address is not even valid but belongs to a non working catholic organization.

True Fact: Its interesting to note that, even KAVITA made bald face lies to injure Swamiji's business as such even no business existed. In fact the Temple address at 7600, Bayway drive, Baytown, Texas-77520 is the personal property of swamiji and the ownership title of the property is with and on the name of Annamalai Annamalai, which is another name of Swamiji.

3. " DURGA MANDIR IS A FRAUD ESTABLISHMENT PREYING ON GENEROUS PEOPLE"

True fact: Its another fraudulent and false statement by Kavita made to injure Swamiji's reputation and business image with Amex. Durga mandir never ever had any legal issues until this minute.

4. " This organization is investigated in California, Atlanta, GA and Texas operating ...."

True fact: This was a fraudulent statement. To the best of Swamiji's knowledge, there was ever a so called investigation against Durga Mandir occurred. Durga mandir has got anything to do with the states of California and Georgia also.

5. " SIDDHAR RANCH, DURGA MANDIR, SHIVA VISHNU TEMPLE, ASHOK SPIRITUAL HEALING CENTER (all of which is bullshit)"

True fact: This was another conscious shocking fraudulent statement made against a Holy and highly respected Hindu high Priest and against the Holy worship place. Swamiji does not even know how the place of worship can be a "place of Bullshit?!"

74. On or about April, 23, 2014 in furtherance of common law fraud to intentionally indict and prosecute Swamiji with false evidence and false statements, KAVITA and VIOLET jointly has made several false and fraudulent statements to injure Swamiji. Those statements

were made to a female who is the "RICO enterprise" who goes by the name JACQUELINE H REYNOLDS.(Herein after"Reynolds, "RICO Enterprise"). The following are the fraudulent statements made to the US federal officers to maliciously injure , prosecute and to support the 'GOAL' of the RICO Enterprise.[Exhibit-14]

(a). "THE MAGAZINE STATED THERE WAS NO CHARGE FOR CONSULATION AND BOTH RAJKUMAR AND HER HUSBAND WANTED TO CALL"

True fact: Its an absolute lie and a false statement. There was no no such information anywhere in the 'amagazine' what Violet has falsely stated to the federal agent.

(b). "Annamalai/quoted \$501.00.....Rajkumar provided a credit card number just jointly held between her and Shivani .

True Fact. Swamiji has attached herewith a direct evidence to prove that, the false statement was given to fabricate the charges in such a way that "KAVITA" did not know anything about the payment arrangements with Swamiji. In fact the AMEX credit card was given lively over the phone by KAVITA and not by VIOLET. Swamiji has the audio recording to that effect to prove the false statement. Secondly the so called "JOINT CREDIT CARD" was a false statement. swamiji has attached herewith several AMEX statements , which the same credit card was used to charge partially for the agreed contract by Swamiji.those statements clearly will reveal that, the concerned AMEX card was issued by COSTCO and has "only" KAVITA as the authorized user of the credit card ending at xxx7-62006. (Exhibit-14)

(c). "Annamalai came to the house saturday and sunday and also went to see Jacobson in Jail.At the jail,Annamalai had to show identification and ANNAMALAI was nevous about which ID to use.He had 2 driver's licenses.

True Fact: Its another false statement.Swamiji never ever had two driver's license.The real fact was, the associate priest Seshamani Viswanathan, who accompanied with Swamiji to KAVITA's home for the contracted rituals, did not have a driver's license, since he does not drive cars.He had his "Texas State Id " and his passport" handy and the former plan was all the priests go inside the Jail, and meet with ERIC JACOBSON and to pray for him. Finally the jail auth-orities advised they would allow only two individuals,hence Swamiji and KAVITA alone went inside the Jail to meet with JACOBSON.

"WHILE AT JAIL, ANNAMALI TRIED TO CONVINCE JACOBSON TO TAKE AN INSANITY PLEA. ANNAMALAI TOLD HIM TO SAVE HIMSELF BY PLEADING GUILTY.

True Fact: Such a converstaion never ever occured and was false and fraudlent.

(d). "SHIVANI ALSO HAD TO RENT THEM A CAR FROM FRIDAY THROUGH MONDAY.

True Fact: This was a more interesting fraudlent statement. KAVITA gave a statement as item no. '11 as such "ANNAMALAI CAME to the House saturday and sunday. How come then she rented the car from Friday through Sunday. It was a fraudlent statement and of course, if KAVITA has rented a car for Swamiji, defenitely a booking by KAVITA should have been existed, however the TRUTH it was not.

(e). "SHIVANI SIGNED A BLANK CHECK. IT WAS LATER MADE PAYABLE TO ASHOK SPIRITUAL HEALING CENTER"

True fact: Its very easy to check about this false and cruel and fraudlent statement intentionally made to injure Swamiji more in such a way 'swamiji has taken advantage of this 'truthful' defendant KAVITA. First a simple few hand written paper works and other checks written on the same Bank of America account will easily SHOW UP THE SO CALLED BLANK CHECK ISSUED TO SWAMIJI. It was infact the handwriting of defendant and not any one of Swamiji's associates or family members of any sort and defenitely not Swamiji. The fact KAVITA NEVER EVER GAVE A BLANK CHECK TO SWAMIJI.

(f). "Shivani found it alarming that ANNAMALAI ate eggs before the PUJA. Annamalai ordered thai food for himself and the priests"

True Fact: Swamiji did not ate eggs at all, and Swamiji in fact is very religious and again this false statement was made to discredit Swamiji's religious beliefs and principles in a fraudlent way. [Rituals times, Swamiji do not eat eggs.

(g). "MORE MONEY WAS CHARGED TO THE AMERICAN EXPRESS. SHIVANI CALLED AMERICAN EXPRESS TO COMPLAIN THEN SHE CANCELLED THE CARD.

True Fact: This was another conscious shocking fraudlent statement to inflict Swamiji in a very bad picture to the US federal officers and agents. Swamiji has attached herewith as EXHIBIT-15 several credit card statements of KAVITA'S AMEX CREDIT CARD, which will show to to any normal minded person that, the card was even active in JUNE 2013. However the alleged unauthorized iver charge of \$3001.00 to the total occured in January 2013!!



- (h). "The text message stated that he knew about Jacobson's case and would turn over evidence. He stated he would go as a witness to DEA & tell them Jacobson is guilty and they'll lock him up for ever."

TRUE FACT: This is one of the 'crown' to the false statement in which even the federal agent 'cooperated' with this fraud KAVITA and VIOLET to fabricate and Craft' the agent statements to inflict and injure Swamiji. Its very simple for this court to simply check the so called Text message which Swamiji allegedly texted as Swamiji "WOULD GO AS A WITNESS TO DEA & TELL THEM JACOBSON IS GUILTY". This particular statement was made not only in a fraudulent manner, further this statement was made in furtherance to conduct, support and achieve the 'goals' of the RICO Enterprises, which was in fact 'to lock up Swamiji for ever' with all kinds of fabricated and false witnesses and statements from evil and corrupt individuals like KAVITA and VIOLET. For the record Swamiji never ever texted to KAVITA as "SWAMIJI WOULD GO AS A WITNESS TO DEA & tell them Jacobson is guilty" at all.

- (i). "Annamalai also forged authorization form to charge her credit card"

True Fact: This was one of another false and egregious and fraud -lent statement to injure Swamiji. In Swamiji's entire life of 50 years plus in the world, KAVITA was the first individual even accused that Swamiji has forged a signature. In fact KAVITA was the one who has intentionally filled up the authorization form even in the beginning itself to defraud Swamiji and to injure business. Of course several false statements made, which were shown with direct evidences in this complaint will speak for this 'walking evils' character and fraud.

- (j). "THE UNAUTHORIZED CHARGES ON THE CREDIT CARD DID NOT START UNTIL AFTER THE PERSONAL VISIT. HE WAS CHARGED AN EXTRA \$3002.00 (2 additional poojas...)"

TRUE FACT: For the court to know that, the statement referred in the item # "j" is so important for this entire litigation and for this cause of action too. Say for an argument KAVITA was truthful in her statement as referred as item # "j", then as per KAVITA "ONLY" \$3002.00 was "over charged" that too that alleged over charge did not occur "until" "after" the "personal visit" of Swamiji to New York.  
Swamiji with his priests visited KAVITA, between January 13-16 of 2013.  
The "Explosive and direct evidences" to show the cold

blooded and intentional fraud is as follows. Swamiji has attached herewith as EXHIBIT-16.-has 4 AMEX card Statements of KAVITA HACOBSO, the master mind behind the millions of dollors fraud committed against Swamiji.

Date of Charge	Amount Charged	Description with notes
12/06/12	1001.00	For the Oral Contract#1
12/08/12	1501.00	For the Oral Contract#2 for the series of rituals as contracted mutually for the 11 rituals.
12/11/12	1501.00	Same as above
12/18/12	1501.00	Same as above
12/22/12	1501.00	same as above
12/25/12	1501.00	Same as above
12/29/12	1501.00	Same as above
01/02/13	1501.00	Same as above
01/03/13	3001.00	For the Oral contract#2 and for the oral contract #3(Exclusively for the defendants VIOLET & RAJ Refer also page#11-12 of this complaint for more explanation.
01/08/13	3001.00	For oral contracts 2 & 3
01/11/13	1501.00	For oral contract#2.The Amex card did not go through for \$3001.00 on that day and after informing the issue with card was declining for \$3001.00 as per the advise of VIOLET, only \$1501.00 charges
01/12/13	1501.00	For the oral contract#2
01/19/2013	1501.00	For the oral contract#2.This was the "only" payment charged on the AMEX card"AFTER" the PERSONAL VISIT TO KAVITA & VIOLET-RAJ In New York!!



Now this court can see an intentional malice on the parts of KAVITA and VIOLET. As per the AMEX card Statements of KAVITA, she falsely accused and fraudlently made a complaint to AMEX against Swamiji, as the amount was charged on the AMEX card to the tune of \$3002.00, "after" the personal visit of swamiji to KAVITA and VIOLET. That means the statement as such that Swamiji "CHARGED AN EXTRA OF \$3002.00."

75. Swamiji would like to add another Explosive and direct evidence to this cause of action, which would also support the forthcoming cause of action RICO's predicate acts of wire fraud and mail fraud. Exhibit-17 As per the "statements given to a US Federal agent by KAVITA that, the "over charge" did not occur 'until' "after", Swamiji's personal visit to KAVITA'S home, which was Swamiji was in her home between 13-16 of January of 2013. The exhibit no.17 is another AMEX card statement. The court can distinctively note that, every one of the charges made, even before the visit to KAVITA'S home, that was from 12/11/12 were even fraudlently disputed with malice intent by KAVITA and even in fact she has received the credit to the tune of \$19583.30. Out of the credit to her account the charge of \$75.30 was not belonging to Swamiji's business, which was belonging to a business named as MARSHALLS.

76. Exhibit-18 is another explosive evidence for this common law fraud cause of action and also to support the predicate acts of 'obstruction of Justice' and for wire fraud and mail fraud.

This was a (false) statement given under penalty of perjury pursuant to 28 U.S.C. §1746 by KAVITA and on or about July of 2014. She caused to send this document by using US mail and US wires to injure Swamiji and his businesses. The court can distinctively see that as follows in the false declaration given under oath, which also a serious criminal felony offense. The declaration ~~falsely~~ stated as follows.

UNAUTHORIZED CHARGES TO CREDIT OR DEBIT CARDS	\$ 21,000.00
<u>Fees</u> incurred related to unauthorized charges	\$ 60,000.00
Lawsuit with Defendant	\$ NA

I declare under penalty of perjury pursuant to 28 U.S.C. §1746 that the foregoing is true and correct.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Printed name Kavita Jacobson

77. In this instance, it will show on its face itself the intentional fraud of KAVITA even has 'nerves' to intentionally file and with malice intent an "UNMISTAKABLE" "FALSE DECLARATION" to extort more money from Swamiji.

78. The another fraud here was, if the court that, KAVITA has even falsely stated that the "FEES" incurred for the so called unauthorized credit/debit card was \$ 60,000.00, and this criminal KAVITA is living in home, and the innocent Swamiji-Plaintiff is in prison for so called Bank Fraud and this 'truthful' 'victim' Kavita was a Bank fraud victim!! allegedly.

79. Further KAVITA portrayed as a "PARALEGAL" for the co-defendant SMITH and has sent several false and fraudulent informations by US mail to injure Swamiji and of course to achieve the 'goals' of the RICO enterprise. (Exhibit-19). For the court KAVITA is not a PARALEGAL and swamiji was told by the co-defendant that, KAVITA needs to show to the government in such a way that, she was poor, so that the government will not target and investigate over \$40 million KAVITA, and ERIC earned out of the illegal sales and prescription of drugs.

80. By doing several common law fraud the defendant KAVITA, VIOLET, SMITH have conspired each other and aided and abetted each other and the RICO enterprise to injure Swamiji more. SMITH, has allowed KAVITA to 'use' his business letter head of his office known as 'The law offices of peter

S.Smith PLLC for KAVITA'S intentional fraudulent acts to injure Swamii and to harm Swamiji. He has also aided and abetted KAVITA by mailing false documents, and false declarations signed under penalty of perjury knowingly that, those documents have contained materially false and misleading facts to harm and injure Swamiji and his religious organizations. Being an attorney to practice law, he even violated the BASIC MODEL RULES OF PROFESSIONAL CONDUCT AND THE PROFESSIONAL RULES OF CONDUCT AND ETHICS FOR THE LAWYERS LICENSED IN THE STATE OF NEW YORK. The 'false mailing's copy of the envelope used to mail false documents is attached herewith as Exhibit-20.

81. When all these grand common law fraud was orchestrated against Swamiji, and on or about January 25, 2013, the co-defendants RAJ & MANOJ collectively called Swamiji through a speaker phone from New York, and advised Swamiji that all the contracted amounts will be paid as agreed. However, both already knew that, their statements were made falsely to Swamiji to harm him more by using the 'weakness' of a typical Hindu High Priest who 'always' believes his followers.

82. Defendant 'SMITH' has also falsely stated to swamiji and on or about the last week of January 2013, SMITH, although he did not going to honor the agreed contract, he has deceived Swamiji, by falsely stated to Swamiji, to go ahead and complete the mutually agreed rituals, and until this minute Swamiji did not receive a penny, except what Swamiji was paid with the initial \$10,000.00. Its all this corrupt defendant use the \$10,000.00 as a "BAIT" to "swallow" in millions from Swamiji, since, now the NADI (Ancient palm script) illegally possessed by SMITH alone costs over \$15 million US Dollars and Swamiji has lost his priceless NADI with SMITH now, because of this man's common law fraud.

In furtherance SMITH aided and abetted in all the fraudulent activities of his co-defendants intentionally to injure Swamiji and his Temple organizations. The Egregious, malicious fraudulent acts of the defendants by conspiring each other, worked together with an understanding to harm swamiji and in the due course of committing the common law fraud every one of the defendants and the JOHN DOE defendants aided and abetted each other to injure swamiji.

83. The conspiracy caused irreparable harm to the plaintiff. The legal malice towards Swamiji and his businesses are so visible by looking at the several undisputable and direct evidences to support this common law fraud. The plaintiff Swamiji is damaged in an amount to be proven at trial, but exceeding \$25 Million from all the defendants severally and collectively.

THIRD CAUSE OF ACTION  
FRAUDULENT MISREPRESENTATION & INDUCEMENT

84. The Plaintiff reincorporates and realleges all the foregoing allegations as if fully alleged herein.

85. The several set of facts as stated in the common law fraud cause of action and the breach of contract has several explosive and direct evidence to support this cause of action.

86. In this instance, every one of the named defendants made several material false representations and the defendants intended to defraud the plaintiff thereby. Swamiji-Plaintiff reasonably relied upon the representations of these corrupt defendants. Finally Swamiji-Plaintiff suffered extensive damages which is even now are irreparable as a result of the reliance.

87. Swamiji was damaged in an amount to be proven at trial, however exceeding \$5 Million from Each defendants in this action.

FOURTH CAUSE OF ACTION  
FRAUDULENT CONCEALMENT

88. The plaintiff Swamiji reincorporates and realleges all the foregoing allegations as if fully realleged herein.

89. All the defendants in this action have failed to disclose material informations, that they had a duty to disclose to Swamiji. All the defendants acted in a way to defraud the Plaintiff Swamiji thereby. The Plaintiff Swamiji reasonably relied upon the representations and the Plaintiff Swamiji suffered as a damage result of such reliance.

90. The plaintiff Swamiji was damaged in an amount to be proven at trial, however exceeding \$5 Million from Each defendant with applicable interest.

FIFTH CAUSE OF ACTION  
EQUITABLE FRAUD

91. Plaintiff, reincorporates and realleges all the foregoing allegations as if fully alleged herein.

92. The special circumstances in this case warrants compensation to Plaintiff based on 'equitable Fraud' committed by the defendants. Its absolutely without any debate that, its a custom and a 'condition' that, a Hindu faith follower, should honor his/her words committed to a High priest/Swamiji. A swamiji/High Priest 'relationship' is several times bigger than a relationship of a clergy-follower's relationship.

93. As explained in the paragraphs, 22-26, and especially in the paragraph 25, the plaintiff explained the utmost condition about, how a Hindu Swamiji to be treated and respected. As well explained previously the third respect in a Hindu faith follower 'should' be and 'needs' to be given to a person like the plaintiff in this action. However, its a 'shame' to see the acts of these corrupt defendants.

simply used system in the United States and they were able to get away with their intentional fraudulent acts, which was completely possible for these defendants to commit such an evil act against a Hindu Swamiji.

94. For this cause of action plaintiff asserts that, all these defendants, have "abused" the 'special relationship' of themselves with the plaintiff who is the "ONLY" Hindu Swamiji/High priest in the entire nation who is the authority and the practitioner of ATHARVA VEDA. He further asserts that, this cause of action covers any and all willful intentional acts, omissions or confidence, injurious acts to the plaintiff, by which undue and unconscientious advantage over the plaintiff obtained by the defendants. In this case all the defendants, lied, cheated, injured, the plaintiff intentionally and also misappropriated and stole the merchandise and the ancient palm scripts etc., by simply abusing the 'special relationship of a 'SWAMIJI-FOLLOWER and made the mockery of not only the legal system of the country, however they have intentionally assaulted the "Holy relationship" of a swamiji and a follower/Devotee.

95. The Plaintiff Swamiji was damaged in an amount to be proven at trial, however exceeding \$3 million from each defendant separately, with any applicable interest allowed by law.

SIXTH CAUSE OF ACTION  
CONVERSION

96. Plaintiff reincorporates and realleges all the foregoing allegations as if fully realleged herein.

97. As stated very well in the Breach of Contract claim, everyone of the defendants have received Swamiji's property "NADI" (Ancient



palm sripts of thousands of years old) and no one has returned as agreed mutually between the parties. Swamiji did not sell the NADI to any one of the defendants and those NADI'S are so special and maintained by Swamiji's Monastery, for over 1200 years by Swamiji's master(GURU) and Swamiji being the presnt GURU(Head High priest) of the Monestary, he was having the control and possesion of the NADI. In this instance with the well planned scheme, all the defenadnts have defrauded Swamiji and end up keeping the property belonging to Swamiji illegally without Swamiji's permission. The Plaintiff never allowed or permitted defendants to possess NADI indefinitely.

98. The following are the propertise illegally and in an unauthorized way posessed by the defendants.

- (a). The defendant KAVITA was personally given with a NADI known as" THALA BANDHANA VIMOSANA NADI".The NADI was given to KAVITA for temporary WORSHIP for a period of 48 days and should be returned to Swamij personally in Texas.KAVITA has converted the NADI to her own benefits without paying anything for it, and under belief and information the same was sold to some antique dealers in Manhattan, New York to the price of \$6.2 Million.The plaintiff is damaged to the tune of \$7 million by the unlawful act of Conversion by KAVITA.
- (b). The Defendants VIOLET & RAJ was personally given with a NADI known as "JYOTISA NADI". RAJ & KAVITA were not consented by the property owned Swamiji, for the indefinite possession and or usage of RAJ and VIOLET. Swamiji was damaged to the tune of \$7 Million for the unlawful conveyrsion of the "JYOTISA NADI".
- (c). The defendant SMITH was personally given with a NADI known as "DHANA VASYA NADI". The same was not yet returned back to the property owner Swamiji until now. The indefinite possession by "SMITH", not permitted or authorized by the property owner.The Plaintiff is damaged to the tune of \$7 Million becuase of the unlawful retention of Swamiji's property by SMITH,and Swamiji needs to be compensated for this unlawful conversion.

99. The tort of conversion by the defendants are the wrongful exercise of dominion and control over the property in a manner inconsistent with the Plaintiff's rights as a owner and the

defendants are responsible for their intentional tort of conversion and the damages suffered by swamiji. The Plaintiff was damaged to the amount to be proven at trial, however at least to the damage amount of \$7 Million "EACH" from all the named defendants, except the defendant MANOJ.

SEVENTH CAUSE OF ACTION  
UNJUST ENRICHMENT

100. Plaintiff reincorporates and realleges all the foregoing allegations as if fully realleged herein.

101. All the defendants in this action, have received the unmatched Atharva vedic services from Swamiji. In this instance plaintiff expected remuneration from all the defendants, and if the true mind sets of these corrupt defendants would come to the light of Plaintiff's attention, he would have expected the remuneration from the defendants at the time the benefit was conferred and the plaintiff would not have taken this much big harm and injury.

102. The defendants unjustly enriched by their intentional and malice acts which has injured the Plaintiff, and the retention of the benefits conferred to all the defendants without payment is really unjust.

103. The Plaintiff was damaged by the unjust enrichment by the defendants in an amount to be proven at trial, but exceeding, the amounts of damages as specified in the page number 23 of this complaint, and Swamiji, is fully adopting the page no.23 as if fully restated here as is.

EIGHTH CAUSE OF ACTION -CIVIL FRAUD  
&  
NINTH CAUSE OF ACTION- CONSPIRACY TO COMMIT CIVIL FRAUD

104. Plaintiff reincorporates and realleges all the foregoing allegations as if fully alleged herein.

105. All the defendants had actual knowledge that their statements made to the Plaintiff and to the several state and federal agencies and to its officers were false and was also misleading at the time they sought plaintiff's Services and properties. By doing so they intentionally concealed the materiality to the facts with a malice intent. Their conscious shocking behaviours are not acceptable in a civilized community, and by they have got control over the Plaintiff's properties and services by their bald face lies by 'using' the 'opportunity' by made the plaintiff to make him to trust the defendants by the defendants false and misleading statements directed to the Plaintiff.

106. All the defendants acted by unlawful means for an unlawful purpose. The several overt acts of the defendants were performed in pursuance of the common purpose and with their malicious intent to injure the Plaintiff, causing him with millions of dollars losses to him and to his Temple organizations and monastery.

107. In this instance, The mistatements to the Plaintiff by the Defendants by concealing the true materiality was nothing but a conscious misbehaviour. All the defendants acted hand in hand with the RICO Enterprise, for a common illegal purpose to do several unlawful acts and they have acted with unlawful means for an unlawful purpose. The overt acts of these defendants were performed in pursuance of a common purpose and with their malicious intent to injure the Plaintiff and his business organizations. all the defendants had a clear understanding and agreement in conspiracy to commit fraud against the Plaintiff. Even the co- defendant KAVITA and

SMITH, 'unmistakably' caused to file a materially false DECLARATION which was nothing but in lieu of an AFFIDAVIT, to injure and "EXTORT" more money from Swamiji by using the 'special relationship'.

The United States court of appeals for the Federal circuit has recognized an exception to the 'but for' standard in cases of affirmative acts of egregious misconduct, such as filing 'unmistakably' 'false affidavit' . See: Schering Corp.V Mylen Pharmaceuticals Inc., Dis.N.J.2011.

108. "Affidavits" are inherently material, even if only cumulative. The affirmative act of submitting an affidavit must be constituted as intended to be relied upon. See South co.Inv.V Penn.Eng's Mfg.Corp., 768 F.Supp.2d 715(3rd Cir.2011)

109. Here all the defendants are the combinations of persons with a real agreement, conspired together knowingly and harmed the Plaintiff to an irreparable harm.

110. All the defendants in this action are liable to Plaintiff for a damage award to be decided by the Jury or and by the court, however exceeding \$20 Million, plus any and all the allowable interest by law.

TENTH CAUSE OF ACTION  
MISAPPROPRIATION OF TRADE SECRET PURSUANT  
RESTATEMENT OF TORTS, 757, CMT.B(1939)  
[ONLY AGAINST DEFENDANT KAVITA & JOHN DOE]

111. The NEW YORK Trade Secrets are defined as set forth in the Restatement of Torts which states that:

"a trade secret may consist of any formula, pattern, device or compilation of information which is used in one's business and which gives him an opportunity to obtain an advantage over competitors who do not know or use it."(underlined to Emphazize)

112. When Swamiji was having cordial relationship with KAVITA, VIOLET RAJ, they were calling one after another several times a day to understand the progress of the contracted Rituals. On or about 12/08/2012,

VIOLET by having KAVITA and RAJ on a conference call, proposed to Swamiji as such she became a disciple of Swamiji completely from the prior day mid night onwards, after she had a dream and she was able to see the LORD SHIVA and that particular God instruted VIOLET to help Swamiji to set up a new Temple in New York and the particular GOD instructed to have all their family members to fund the new Temple's project in New York. In fact in that time period, Swamiji was actively looking for a place to set up his another Temple in New York. Swamiji also felt that it was the God's message coming in the format of VIOLET. Swmiji immediately accepted to that proposal and offer by the VIOLET.

113. In that discussion, KAVITA interfered and advised that, her daughter "HELA" loves pooja(rituals) very much and her daughter was so spiritual and KAVITA wanted to see that a new SHIVA VISHNU TEMPLE" to be constructed in New York by Swamiji, and KAVITA will fund the project with her mom and dad, they were the co-defendants VIOLET and RAJ. Swami was so happy and excited that, his GOD sent some 'good disciples; to construct a SHIVA VISHNU TEMPLE IN New York. Swamiji further advised that his maximum or the highest strngth of followers are residing in the states of New Jersey and New York and the proposal and the invitation by them to construct a Temple in NEW York was a God's gift.

114. On or after 12/10/2012, Swamiji again spoke to KAVITA and VIOLET about the new Temple project in New York. the following are the summary of that call.

- (a). Swamiji will locate a old church or a commercial space with the help of KAVITA, RAJ, and VIOLET in the "QUEENS'S county", New York.
- (b). Swamiji will instruct all his hundreds and thousands of followers in the state of New York and New Jersey to support that Holy venture.
- (c). Swamiji will also appoint his prisets( send) from his Temple organizations to serve for the New York Temple.

115. After that discussion , almost every day, several times several discussions were made on a day to day basis with KAVITA and VIOLET mostly. On or about 01/12/2014, Swamiji advised about his trip to New York for Exclusive spiritual help for them. VIOLET and KAVITA advised Swamiji and pleased Swamiji to accept an offer that, Swamiji can use an office space in the home of VIOLET and RAJ in ozone park, since most of the Swamiji followers in New York are the residents of the Queens county. Swamiji on that day evening again spoke to KAVITA and VIOLET and mutually consented to the following acts.

- (a). Swamiji will be given with an exclusive room for as an office space for the New SHIVA VISHNU TEMPLE project in New York.
- (b). Swamiji will send one of his associate Priest by February 28 th to manage the office of Swamiji.
- (c). Whenever Swamiji visits New York, he can always either stay in KAVITA or VIOLET's home and KAVITA has several vehicles, Swamiji and his priests can use any one of her vehicles, whenever Swamiji visit New York for any reason.
- (d). Swamiji will be given with a desktop computer exclusive for Swamiji and for his associate Priest's use in New York to conduct Swamiji's business without any cost and also will be provided with high speed internet service free of cost.
- (e). Swamiji advised them that, when he is going to visit New York on 13-16 of January 2013, he will set up the office for him, since he will have more help since three of his associate priests will be coming with Swamiji.

116. Swamiji Visited KAVITA's home on 01/13/2016 and VIOLET's home on 01/15/2013. When Swamiji left from Texas Temple, he took with one of the Laptop of Swamiji, and Swamiji loaded the Laptop with millions of records of his followers contact informations, their names, addresses, personal phone numbers, hundreds and thousands of their pictures given for the rituals etc., Further Swamiji also carried with him 73 disks, consisting of sensitive Trade secrets concerning his religious business and practices etc.,

117. On or about 01/16/2013, Swamiji and his three priests, set up an exclusive office for Swamiji and for his businesses in KAVITA'S



home. The office room was set up in Kavita's home for Swamiji and that office was allocated and located on the left hand side room next to the second living room as specified by KAVITA to Swamiji. Swamiji and his priests set up Swamiji's office with the following.

- (1). A Lap top computer, which was the property of Swamiji, and the Lap top was a 2012 model APPLE brand.
- (2). A Desk top computer given By Kavita and donated to Swamiji on that day without any cost to it, and the plaintiff believes that the Desk top was a Hewlet Packard(HP) one and belived to be 2012 model
- (3) An external HARD DRIVE which was bleonging to Swamiji and of '1 TB" capacity', contained millions of records which are not limited to the following. The following are the approximate list of Trade secrets belonging to Swamiji stored in the "1TB" external hard Drive and the Apple Laptop belonging to Swamij, which were left at the office room allotted to Swamiji in KAVITA'S home.
  1. A list of over three million of Selvam's spiritual and religious devotees, which includes their names and contact information, including but not limited to their personal and private confidential cell phone numbers, home phone numbers (unpublished), over 17 million email addresses of the individuals who have subscribed to Selvam's publications Karma and Siddhi Times, which are the only Hindu-Indian-American free national spiritual magazines in the entire USA.
  2. The pictures of over 1 million U.S. Citizens who have sought the Atharva Vedic Services and Vedic Astrological Services from Selvam. The pictures included very sensitive pictures of hundreds and thousands of children and minor babies, etc.
  3. Over 600 million "Ancient Palm Script Images" which relate to the extremely secret Atharva Vedic Religious practices, technical data, spiritual formula, methods of conducting Atharva Vedic Rituals, the drawings of over 7 million types of various "yantras" which are very exclusive drawings to be used for several hundreds and thousands of Atharva Vedic Pujas (prayers), rituals, and rites to heal the body, the mind, and the soul, etc.
  4. The phone logs of Dr. Commander Selvam (Plaintiff Selvám) which had over 8 million phone log entries, which included information which was highly sensitive and private, confidential clergy-communicant details.
  5. The financial data, financial plans, which was not limited to the business financial details, which also contained the financial details of Selvam's family businesses in India plus the accounts receivables to the tune of over \$23 million, and now Selvam does not have any of the accounts

receivables information and has simply lost over \$23 million, just by one part of the misappropriation of the Trade Secrets.

6. The word file copies of over 6000 publications (religious) of Selvam.
7. The health records of over 200,000 individuals who were given Herbal supplements for their various health and mental ailments, out of which the majority are citizens of the United States.
8. Millions of Vedic Mantras, Holy Verses related exclusively to the Atharva Vedic Practices and several thousands of Atharva Vedic Mantras to be chanted in the forests and inside the silos at the time of meditation, etc.

118. On or about August 2015, Swamiji was able to ascertain the mind boggling misappropriation of his Trade secrets , collectively by KAVIA, the RICO ENTERPRISE, a drug delaer and the co-conspirator of KAVITA known as RAVICHANDRAN, a Citizen of Coimnatore, INDIA and also by some other individuals who are not the part of this litigation now.

119. Swamiji kept very sensitive customers/followers list, and several items physically with realtes to his spiritual profess-ion in the 'office room' exclusively provided to Swamiji since the year 2013 onwards. Further one of the co- conspirator who caused to steal several soft copies of the Trade secrets which were maintained in an email account known as 'paruvishal@yahoo.com'. The particular business email belonging to Swamiji was at the 'control' of KAVITA. The co conspirator and the member of the RICO was RAVICHANDRAN, who is a citizen of India and the resident of the city of Coimbatore, India, who has jointly misappropriated the Trade Secrets with KAVITA. He is the co-conspirator of 'KAVITA&VIOLET'. The thief RAVICHENDRAN is believed to be a criminal and RAVICHANDRAN is in the business selling illicit drugs, import and export of antiquity illegally by violating the laws of antiquity of the republic of India.

120. The 'short list' of misappropriated Trade secrets by KAVITA are stated very well in this complaint at the page no.45-46, as item Nos.1-8, and the plaintiff Swamiji fully reincorporates the same as if they are fully restated herein again.

121. KAVITA, after misappropriating the TRADE SECRETS, then she has used it in her business, and , which was not limited to give away the TRADE SECRETS belonging to Swamiji to the RICO ENTERPRISE, simply for one of the reasons that, KAVITA did not want to get indicted when she was coerced by the RICO ENTERPRISE, that, 'KAVITA 'to produce & turn in the TRADE SECRETS belonging to Swamiji in the hands of the RICO ENTERPRISE. Latter, the 'Trade Secrets misappropriated by KAVITA from the APPLE Laptop , which Swamiji held in the office room exclusively allotted to Swamiji. The secret "password to open the APPLE LAPTOP Computer known only to two people, that is nothing but Swamiji and KAVITA.

122. The TRADE SECRETS which Swamiji had in the APPLE computers not known to any one in the outside world except KAVITA since, Swamiji, advised KAVITA to follow up with, followers contacts, financial dealings and the collection of the pending accounts receivables etc. The Swamiji had a very 'special relationship" and its a duty of KAVITA not to disclose the Trade Secrets, and even it went to a level of theft by taking, plus misappropriation with a criminal intent which has injured the plaintiff.

123. KAVITA'S ill act of misappropriating the Trade Secrets without any knowledge of Swamiji, then used it to help the RICO ENTERPRISE was a "wilfull and malicious misappropriation" This misappropriation resulted from the conscious disregard of the rights of the owner. In fact KAVITA'S ancestor also hailed from the southern parts of the country-India, where Swamiji also hailed to the United States, and having said

its not a rocket science for KAVITA to understand that,how to maintain a 'special relationship and,when a swamiji 'trusted a disciple like KAVITA ,and later she simply misappropriate the Trade secrets for her own benefits is not accepted in any means in the civilized world.or community.Swamiji spent over 35 years in his life personally to collect the NADI , and hundreds and thousands of palm scripps and its copies which now were casually misappropriated by this 'disgracefull followers who was defendant KAVITA. Now the misappropriated Trade Secrets are so 'easy' for the competing Temples,high priests,antique dealers, smugglers who are in the business of smuggling Hindu art effects and especially individuals like RAVICHANDRAN,who is one of the coconspirator of KAVITA can make hundreds and millions of dollors,since one portion of the misappropriated Trade Secrets had several Hundreds and thousands of images of the ancient and secret Atharva Vedic Mantras(powerfull) and associated Yantras which are so secret in the Atharva Vedic practice, and it was controlled by the masters of Swamiji for over 1800 years in the same manner.Now the 1800 years plus practice in the Atharva Vedic Secret practice and its Trade secrets were assaulted and misappropriated. Under belief and information,several parts of the Trade secrets were given to the smuggler RAVICHANDRAN and he has sold it in the London United Kingdom's antique market for over \$70 million pounds.

124. **Theft of Trade Secrets** in certain special and for wilfull acts, authorizes exemplary damages of up to twice the amount of compensatory damages if there was a "willful and malicious misappropriation and this conscious shocking misappropriation of Trade Secrets belonging to Swamiji,by a disgraceful diciple entitle twice the amount of compensatory damages,since Suganya not only, misappropriated the Trade

secrets, whereas she has supplied the Trade secrets informations to the RICO ENTERPRISE, to facilitate the criminal goals of the RICO ENTERPRISE. At the end Swamiji was extremely harmed and injured because of the willful and malicious tort of misappropriation of Trade secrets by the evil acts of KAVITA. Swamiji has a list of several followers contacted by the RICO enterprise, after KAVITA caused to give away the trade secrets contained the names, addresses, phone numbers, contact informations of his faithful followers and customers, list which Swamiji stored in his APPLE Laptop computer, which Swamiji held in the exclusive office room provided to swamiji by KAVITA since the year 2013 onwards. Because of the clergy-communicant issues, Swamiji can not disclose the individuals, who were Swamiji's followers contacted by the RICO ENTERPRISE, after KAVITA gave away the misappropriated Trade secrets to the RICO ENTERPRISE. However, as a sample for this complaint, Swamiji is giving some of his confidential followers database compromised, after the conscious shocking misappropriation with malice intent occurred. The plaintiff, has given only the first or the last name in such a way, he does not want to breach the clergy-communicant privilege by all means.

- |                 |                     |                      |
|-----------------|---------------------|----------------------|
| 1. Ms.Reddy     | 18. Mr.Arumugam     | 34. Mr.Sampath Kumar |
| 2. Ms.Janani    | 19. Ms.Vaideki      | 35. Rajasingham      |
| 3. MS.Sukwinder | 20. Mr.Srikanth     | 36. Niranjana        |
| 4. MR.Kumar     | 21. Gurukkal        | 37. Ms.Bhoopathy     |
| 5. Ms.Bharati   | 22. Ms.Vinod        | 38. Mr.Vellore       |
| 6. Mr. Patel    | 23. MS.Kavita       | 39. Mr.Manavalan     |
| 7. Mr.Rakesh    | 24. MS.Rajkumar     | 40. Ms.Gayathri      |
| 8. Ms.Datena    | 24. MS.Nilima       | 41. Ms.Nair          |
| 9. Mr.Madhu     | 25. Ms.Mantra       | 42. MS.Beghum        |
| 10. Ms.VIJI     | 26. MR.SHAILESH     | 43. MR.Menon         |
| 11. MR.Raj      | 27. Mr.Jayachandran | 44. Mr.Thomas        |
| 12. Mr.Naidu    | 28. Mr.Thirumalai   | 45. MS.Nirmala       |
| 13. Ms.Gowri    | 29. Mr.Jayanaddam   | 46. Mr.Joseph        |
| 14. Ms.Vasu     | 30. Ms. Kaveri      | 47. Ms.sharma        |
| 15. Ms.Kasthuri | 31. Mr.Sudarshan    | 48. Ms.Chintala      |
| 16. Mr.Vairavan | 32. Ms.Vellayappan  | 49. Ms.Singh         |
| 17. Iyer        | 33. Mr.Veerappan    | 50. Mr.Sivan         |
|                 |                     | &                    |

MUCH MORE.

In this instance even circumstantial evidences supports the set of facts concerning the massive misappropriation of Swamiji's Trade Secrets by 'KAVITA' and used for her own business affairs and also shared with the RICO ENTERPRISE to injure the plaintiff. The RICO ENTERPRISE even casually used the Misappropriated Trade secrets to attain the RICO Enterprise goal, which was at any cost and in any manner to destroy the religious organization, business and properties of Swamiji and throw Swamiji in to Prison for life with the 'help' of the false testimony sought through recruiting handful number of disgracefull followers of Swamiji, which now includes this so called devotted disciple " who even gave conscious shocking false statements to the federal agent. KAVITA knew very well that, she intentionally participated in the affairs to 'help' the RICO Enterprise Reynolds to conduct and achieve its 'goals'.

125. "Circumstantial evidence may satisfy the plaintiff's burden to prove the Trade secrets misappropriation" (case law Omitted). KAVITA not only misappropriated the Trade secrets of Swamiji, however she disclosed the Trade secrets without any express & implied consent, knowing very well that, at the time of the disclosure or use, the Trade Secrets were acquired under circumstances giving rise to a duty to maintain or limit their disclosure or use. The defendant has used improper means to acquire knowledge of all the trade secrets which were stored not only in the APPLE laptop computer, however, several consulting note books, files, pads which Swamiji had it as a hard copies also. At the time of the disclosure and use, she knew or had a reason to know that knowledge of the Trade Secret was derived from corrupt sources and through illegal manner in using improper means to acquire Trade Secrets belonging to Swamiji.

126. There are no technical limitations on the nature of the conduct that constitutes "use" of a Trade secret. As a general matter, any



exploitation of the Trade Secrets that is likely to result in injury to the Trade secret owner or enrichment to the defendant constitutes use of the Trade Secret.

127. Swamiji was irreparably and injured due to the intentional, illegal and criminal act of misappropriation of Trade secrets belonging to the Plaintiff Swamiji. Swamiji was damaged and injured in an amount to be proven at trial but in any case exceeding \$100 Million plus interest allowed by law and the same needs to be paid severally and collectively by the defendant "KAVITA" & by the JOHN DOE, whose identities and addresses will be revealed soon.

#### ELEVENTH CAUSE OF ACTION

##### TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE

Swamiji reincorporates and realleges all the foregoing allegations as if fully realleged herein. (here afterwards "Selvam" refers plaintiff)

128. As extensively explained in the prior parts of this Complaint, Selvam is the only Hindu Religion's Atharva Vedic Swamiji in the USA. A simple Google search on the worldwide web is attached as Exhibit-B to support Selvam's contentions about his unique and branded Atharva Vedic practice. It is not rocket science to understand that for a Man of God, a National Level Religious Leader like Selvam, his clean name and clean image is an asset. Selvam had over 3 million followers in the USA alone. Over half a million of his followers even voluntarily gave their testimony to vouch for the great help and services rendered by Selvam to them. Their testimonials about the great religious services performed for them are already published in the worldwide media (without their full identity). Selvam attaches herewith around a thousand plus testimonials with this complaint in support of this Cause of Action (Exhibit- C). From this exhibit you can easily see and understand that Selvam's followers reside in every state of the U.S.

Further, Selvam was the first and only Hindu High Priest who published the only

Hindu spiritual magazine by the name of "Karma" in the USA, which had over 17 million readers/subscribers.

129. Selvam's spiritual business brought in an average of over \$2.5 million per month. However, Selvam never accepted any of this money for himself. He gave away 100% of the money raised from his followers to various Hindu Temple Organizations, orphanages, old age homes, homeless adults and children, and educational and health support for over 2 million individuals in his life so far. Selvam intends to submit a live video disk in which several followers of Selvam speak live and praise the great services of Selvam. The same could be submitted to the Court in camera.

130. Because of the series of criminal acts and conspiracy to destroy and injure Selvam and his businesses by all the Defendants, Selvam has lost almost everything in his life. Because of the tortious interference with prospective economic advantage caused by all the Defendants, the Defendants have destroyed and injured the reasonable expectation of economic advantage from several hundreds and thousands of followers/customers of Selvam, who were receiving and who have received Selvam's exceptional and branded Atharva Vedic Services and healings from Selvam.

131. Because of the interference with prospective economic advantage by all the Defendants and the RICO Enterprise, Selvam is now completely estranged from his millions of followers and he has not been able to make himself available to the same. Further, because of these well planned acts of the Criminal Enterprise and by its members who have worked diligently in the conduct of the day to day affairs of the RICO Enterprise, several hundred ongoing rituals and prayers were stopped in the middle and were left uncompleted for Selvam's followers.

132. Because of this tortious interference of all the Defendants, Selvam's entire religious organization and practices were shut down. Selvam has now lost every

prospective gain from the hundreds of ongoing poojas/rituals/prayers. The intentional interference was committed by the defendants with the intent of malice.

133. All the defendants are responsible for at least \$10 million in damages for their intentional tortious interference with prospective economic relationships and or any amount to be proved at trial and decided by jury plus interest allowed by law.

TWELTH CAUSE OF ACTION

INVASION OF PRIVACY

(ONLY AGAINST KAVITA JACOBSON & JOHN-DOE 1-10)

The Plaintiff incorporates herein as though set out in full paragraphs 1 through 133.

The Plaintiff had a right to be free from unreasonable searches of his person and of wrongful intrusion into an individual's private life, which would outrage or cause mental suffering, shame, or humiliation to a person of ordinary sensibilities.

134. In violation of that right to privacy, the Defendants, jointly and severally, have caused to steal the privileged customers/followers data base which has contained phone numbers, emails, contact details, of several hundreds and thousands of followers and the Defendants have caused to call them, email them and has invaded into the privacy relationship of himself as a High Priest/Clergy with his followers.

135. As a direct and proximate cause of the wrongful acts of the Defendants, the Plaintiff suffered extreme indignities and humiliation, severe emotional distress, mental anguish, loss of liberty, loss of standing in the community, and has been held up to ridicule before his peers and has lost his High Priest status in the community and clear of the above deprivations

WHEREFORE, the Plaintiff prays that this Court grant judgment against the Defendants in an amount to be determined by this Court, in an amount not less than \$5 million dollars, plus costs and interest allowed by law.

THIRTEENTH CAUSE OF ACTION

TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS

136. Selvam reincorporates and realleges all the foregoing allegations in paragraphs 1-135 as if fully alleged herein again.

136. Selvam had several spiritual and religious business contracts with several individuals, who are followers and devotees of Selvam. They were living in all parts of the country and also several were the citizens of Canada, Singapore, Malaysia, India, New Zealand, Australia, Nepal, etc. Here, the interference was inflicted intentionally by these Defendants who are not a party to the contracts. The Defendants interference was without justification and the interference caused extreme damages to the Plaintiff Selvam.

137. The Defendants' actions were improper and without privilege. All the Defendants acted purposely and with malice with the intent to injure. All the Defendants by themselves and by using surrogates induced a breach of contractual obligations or caused third parties to discontinue or fail to enter into an anticipated business relationship with Selvam. All the Defendants are intermeddlers or strangers to the business relationships which Selvam had with several thousand at issue. It should be noted that Selvam was raising on average at least over \$2.5 million every month through his branded Atharva Vedic Practice, and because of the interference of all the Defendants in this case, presently Selvam's last Temple in Texas is about to go to foreclosure. The Defendants not only interfered with the existing business relations/contracts with several thousand of Selvam's followers, the Defendants are liable for making the performance of a contract more difficult, and the Defendants induced the third parties to have adverse behavior towards the contracts and to Selvam.

138. After the interferences, numerous followers/customers ceased from performing on their contracts, which has left Selvam with extreme material, spiritual, and emotional damages. Selvam can provide the names and addresses of numerous individuals who have ceased from performing on their contracts after the interferences of all the Defendants and through their surrogates and agents. Selvam does not want to violate the clergy-communicant privilege, hence he can very well show and explain the followers' information in camera to this Court. However, as a preliminary for this Complaint, Selvam has listed some samples of followers who have stopped or cancelled or abruptly left the contract after the interferences by the Defendants. They are as follows. Selvam has used either the first name or the last name of his followers to conceal their true identity, since Selvam does not want to, nor like to, give up the clergy-communicant privileges.

1. Hema, Maryland, Indian-American female
2. Patel, Illinois, Indian-American female
3. Vijayal, Illinois, Indian-American female
4. Reddy, California, Indian-American female
5. Pratap, Illinois, Indian-American female
6. Paramasivam, Illinois, Indian-American male
7. Shailesh, Virginia, Indian-American female
8. Suganya, Illinois, Indian-American female
9. Naidu, India, Citizen of India
10. Balakrishnan, Singapore, Citizen of Singapore
11. Karthiyayini, New Zealand, Citizen of New Zealand
12. Karpagam, India, Citizen of India
13. Mehra, Virginia, Citizen of USA
14. Rajasingham, Canada, Citizen of Canada
15. Mantra, Virginia, Citizen of Virginia, USA
16. Radha, California, Citizen of USA
17. Udayar, California, Citizen of USA
18. Kirpakaran, Illinois, Citizen of USA
19. Sukhninder, California, Citizen of USA
20. Mala, Singapore, Citizen of Singapore
21. Sreesha, California, Citizen of USA
22. Thakur, New Jersey, Citizen of USA
23. Jassty, New Jersey, Citizen of USA
24. Pillai, New Jersey, Citizen of New Jersey
25. Vanaja, New Jersey, Citizen of New Jersey, USA
26. Shekar, New Jersey, Citizen of New Jersey
27. Gouri, New Jersey, Citizen of New Jersey
28. Indu, New Jersey, Citizen of New Jersey
29. Subramanian, New Jersey, Citizen of USA
30. Kumar, New York, Citizen of New York
31. Prabhu, Illinois, Citizen of USA
32. Louis, Florida, Citizen of USA
33. Lakshmi Narasimhan

34. Senthil, Missouri, Citizen of USA
35. Balakrishnan, Kulalumpur, Malaysia, Citizen of Malaysia
36. Beena, Pennsylvania, Citizen of USA
37. Ravikumar, Texas, Citizen of Texas
38. Vengesnam, Virginia, Citizen of USA
39. Natarajan, New York, Citizen of New York
40. Kalichamy, California, Citizen of USA
41. Mahalingam, India, Citizen of India
42. Vaideki, India, Citizen of India
43. Kabir Das, Katmandu, Citizen of Nepal
44. Vishalakshi, Melbourne, Australia
45. Naresh Kumar, Georgia, Citizen of USA
46. Pappiah Naidu, Fiji Islands, Citizen of Fiji
47. Nirupma, Boston, Massachusetts, USA
48. Kumaran, New York, Resident of New York, USA
49. Roy, Illinois, Citizen of Illinois
50. Velu, New Jersey, Citizen of New Jersey & Many more...

Selvam/Swamiji damaged in an amount to be proven at Trial, however exceeding \$2 Million from "each" defendants, including JOHN DOE

FOURTEENTH CAUSE OF ACTION  
VIOLATION OF FEDERAL RICO

139. The plaintiff Swamiji(selvam) reincorporates and realleges all the foregoing allegations in paragraphs 1-138, as if fully alleged herein.

140. All the defendants have violated the Federal RICO Act, 18 U.S.C. sections 1962(b)-(d) with predicate acts of 18 U.S.C. 1341 (relating to mail fraud), 18 U.S.C. 1343 (relating to wire fraud), 18 U.S.C. 1952 (related to Racketeering), 18 U.S.C. (relating to engaging in monetary transactions in property derived from specified unlawful activity and 18 U.S.C. 1503 (obstruction of justice).

141. The defendants are "persons" within the meaning of RICO for this cause of action and they acted in concert with the enterprise to injure Selvam/Swamiji and his businesses by violating the RICO act.

142. All the defendants had an illegal agreement to violate a substantive provision of the RICO statute 18 U.S.C. 1962(D). Every one of the defendant had some part in directing the affairs of the Enterprise and have intentionally and willfully participated in the operation of the Enterprise. All the defendants were also



acted in concert with the enterprise to injure Selvam and his businesses by violating the RICO. All the Defendants have engaged in more than two predicate acts which are continued from the year 2008 and onwards and are still occurring as we speak. All the Defendants violated the statute by acquiring an interest in, or control of, an entity or personal property through a continuous and related pattern of racketeering activity or the proceeds derived therefrom.

143. All the Defendants were employed by, or associated with, the "enterprise" to conduct or participate in directly or indirectly the enterprise and the targeted scheme through a continuous and related pattern of racketeering activity. All the Defendants have also violated 18 U.S.C. 1341 & 1343, by conspiring or endeavoring to violate statutes of Mail & Wire Fraud. All the Defendants engaged in or knowingly participated in a continuous and related pattern of racketeering activity.

144. In this case, the "enterprise" is an individual, who is a female by birth, and her legal name is JACQUELINE H. REYNOLDS, also known as Jackie Reynolds, also known as Agent Reynolds, also known as Reynolds (hereinafter "Reynolds," or "Enterprise," or "Agent Reynolds"). Reynolds works for the Internal Revenue Service, and she always plays by her own set of rules and law as she thinks she is "above the law." Reynolds has a proven track record and habit of not following the agency rules or Federal rules of criminal and civil procedure. The great "Star Email" with the explanation to the same as described on page 63 of this Complaint is to be rememorialized here.

145. 18 U.S.C. Section 1957 prohibits "(e)ngaging in monetary transactions in property derived from specified unlawful activity." All the Defendants knowingly engaged or attempted to engage in monetary transactions that they knew involved property derived from their unlawful activity. They collectively participated

acted in concert with the enterprise to injure Selvam and his businesses by violating the RICO. All the Defendants have engaged in more than two predicate acts which are continued from the year 2008 and onwards and are still occurring as we speak. All the Defendants violated the statute by acquiring an interest in, or control of, an entity or personal property through a continuous and related pattern of racketeering activity or the proceeds derived therefrom.

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145. 18 U.S.C. Section 1957 prohibits "(e)ngaging in monetary transactions in property derived from specified unlawful activity." All the Defendants knowingly engaged or attempted to engage in monetary transactions that they knew involved property derived from their unlawful activity. They collectively participated

in their scheme and goal to destroy the religious organization founded by Selvam. They also worked hand in hand with The Enterprise to prosecute Selvam with recruited false testimony to fraudulently convict Selvam under several false pretenses. They concealed material information and submitted false information to state and federal agencies in furtherance of their scheme and artifice to injure Selvam and his businesses. All the Defendants' monetary transactions related to their illegal scheme by using, selling, and distributing Selvam's million dollars worth of properties. The transactions affected or involved interstate commerce and involved property worth more than \$10,000.00. Because of the violation of the Georgia RICO combined with the racketeering predicate acts of all the Defendants, Selvam sustained injury to his business and property, and by Defendants' violation of 18 U.S.C. 1962 Selvam is entitled to treble damages and all the costs.

146. The Defendants colluded together and through their continued fraudulent and evil acts defrauded Selvam. The Defendants all engaged in activity which constituted two or more predicate acts within the last 10 years as required by the statute. All the Defendants operated and committed their predicate acts since 2009 and are still continuing as we speak. Additional facts to this cause of action are as follows:

147. Plaintiff Selvam/swamiji, would, just like to show a "star email" which would be an "explosive direct evidence" for this court to understand the "real character" of the RICO ENTERPRISE, who has always acted as such "she is above the law". She has her own courts, Rules, Punishments which she would "award" to anyone she hates and has her own service which is "REYNOLDS REVENUE SERVICE" and "not" Internal Revenue service. She is a dangerous criminal in the IRS as a "special" agent. When the plaintiff is making such a serious statement in this pleading, he has made with his full consciousness, and it's "not" a simple "assertion" or

an acquisition. The following is the copy of that "explosive Email" and the Plaintiff has also attached the same as an Exhibit-38, with this complaint. The egregious and conscious shocking email was sent by the RICO ENTERPRISE to another corrupt police man who tried everything to maliciously prosecute Swamiji, latter got failed and his name was PAUL CWALINA. This man's background, before, became the Gwinnett county police man was "car washing and delivery guy" in the State of Ohio!! 148. The email was sent by the 'Enterprise on or about June, 05, 2009.

From: Reynolds Jacqueline H. (Jacqueline.reynolds ci.irs.gov)  
Sent: Friday June 05, 2009 8:18 AM  
To ; Cwalina, Paul  
Subject: RE:

Paul,

Unfortunately, I am not able to obtain a search warrant for the computers. Apparently "Priests" are subject to a much higher review process and it has taken forever to get an answer. The big question was: "Why do I need it" when what i want I can get from other sources. Instead of fighting the system for another 5 months, I decided to drop the warrant.

Thank you for your help. Keep in touch as your case progresses. I'd love to show up in court one day to watch while he comes in.

Thanks Again.

Jackie

149. For the court to understand more, this Enterprise, wanted to get hold of the "COMPUTERS" of Swamiji in any manner. The Enterprise, tried very hard with the "IRS", which was her agency to get a "WARRANT" for the search and seizure of Swamiji's computers which has contained priceless Trade Secrets. The computers had over 3 million followers names, contact informations, phone numbers, Financial informations etc. The Enterprise's 'goal' to prosecute Swamiji in "any manner" and for that, the Enterprise, was badly in need of Swamiji's Trade secrets. Latter she has used her "agents" (Defendants, JOHN DOE and thier privy) to steal, misappropriate the Trade Secrets belonging to Swamiji.